

# General Terms and Conditions for the Marketing Service of the KSV1870 Information GmbH

**KSV1870**

## FOR CLIENTS OF THE KSV1870 INFORMATION GMBH (KSV1870 INFORMATION)

1. Requested information (addresses or other data), or any part thereof, is not to be passed on to third parties in any form, including, but not limited to, directly or indirectly allowing access to such information. Basically, all delivered addresses may only be used once. Any third parties with access to such information granted exclusively within the scope of the agreed use are equally to comply with these terms and conditions in writing. The client is liable for any improper use of provided information and agrees to indemnify the KSV1870 Information and to render it free of any liability in case of claims by third parties.

2. It is prohibited to duplicate any EDP media used for the delivery of addresses or other information.

3. The KSV1870 Information assumes no guarantee for the correctness, accuracy and completeness of addresses or other information provided. The KSV1870 Information is not liable for ordinary or (if legally admissible) gross negligence nor for acts of its vicarious agents. Furthermore, any liability for consequential damages, loss of profit, indirect damages or damages resulting from claims by third parties is excluded.

The raising of such credit entries shall be conducted by the client at the KSV1870 Information in written form within thirty days after the verifiable address delivery. Otherwise, the claim expires.

4. The client is to observe the Data Protection Act (Austrian Federal Gazette I no. 165/1999), the E-Commerce Law (Austrian Federal Gazette I no. 152/2001) and the Telecommunication Act (Austrian Federal Gazette I no. 70/2003) and agrees to indemnify the KSV1870 Information and render it free of any liability.

Data media or sent data files containing stored e-mail addresses or telephone and fax numbers are no indication that holders thereof have agreed to the receipt of electronic mail, telephone calls or fax messages. The client assumes responsibility for the rightfulness of any data used in accordance with the Austrian Data Protection Act.

The KSV1870 Information particularly refers to § 107 of the Austrian Telecommunication Act 2003 regulating the legitimacy of sending electronic mail for purposes of direct advertising without the recipient's prior consent.

§ 7 of the E-Commerce Law obligates the Austrian Regulatory Authority for Broadcasting and Telecommunications (RTR-GmbH) to keep a list, on which individuals and companies may enter their names free of charge, who have decided against any commercial communication by electronic mail. The KSV1870 Information synchronises its database with the abovementioned list. Any corresponding entries are removed in respect of data delivery. The client is informed about the option of data suppression at delivery. However, it is to be considered that this list is constantly subject to new entries. Consequently, the client is to recheck the list when intending to use KSV1870 Information data at a later point in time.

In order to retrieve the aforesaid list, a fax signed by the company is to be sent to the Austrian Regulatory Authority for Broadcasting and Telecommunications (RTR-GmbH) (a sample form can be viewed on the website <http://www.rtr.at/ecg>). After receipt of the fax, the e-mail address indicated by the client is activated by RTR-GmbH. Thereafter, the client may retrieve the list at any time by sending a blank e-mail to [abrufen@ecg.rtr.at](mailto:abrufen@ecg.rtr.at) (the list is not sent automatically).

5. In accordance with § 151 Austrian Trade-Licensing Regulations or Gewerbeordnung, the KSV1870 Information performs a synchronisation with the "Robinson list" provided by the Professional Association of the Advertising and Market Communication Industry of the Austrian Federal Economic Chamber before address data is delivered. This list is updated by the Professional Association at least on a monthly basis.

At data delivery, the KSV1870 Information informs the customer about the creation date of the respective current "Robinson list", which has served as a basis for data synchronisation. The KSV1870 Information recommends refraining from using this data for a longer period than four weeks after its creation date. When this four-week period is exceeded, the KSV1870 Information department advises ordering a fresh synchronisation with the next available "Robinson list" at the KSV1870 Information. This service is subject to charge.

The KSV1870 Information is not responsible for the correctness, accuracy and completeness of the „Robinson list“. Moreover, limitations of liability in accordance with item 3 of these conditions apply.

6. Austrian law applies. The place of performance is Vienna, the Viennese courts shall have jurisdiction. Any and all side agreements and/or amendments must be made in writing to be valid. In case of any clause of the conditions of service being void or ineffective, the validity or effectiveness of all other clauses remains unaffected. Moreover, such clause is replaced by one mostly corresponding to the void or ineffective clause regarding its economic purpose.

Valid from 30 June 2008.